



Michael L. Parson
Governor
State of Missouri

Kathleen (Katie) Steele Danner, Division Director
DIVISION OF PROFESSIONAL REGISTRATION

Department of Insurance
Financial Institutions
and Professional Registration
Chloria Lindley-Myers, Director

Missouri Real Estate Commission
3605 Missouri Boulevard
P.O. Box 1339
Jefferson City, MO 65102-1339
E-mail: realestate@pr.mo.gov
<http://pr.mo.gov/realestate.asp>

Terry W. Moore
Executive Director

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December 14, 2018

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
No. 9414 7266 9904 2081 8290 49

Robert Wayman Dees
11 Forest Haven Ct
O'Fallon MO 63368

No. 9414 7266 9904 2081 8290 56

Dees Management LLC
MO Secretary of State
600 W Main St
Jefferson City MO 65102

No. 9414 7266 9904 2081 8290 63

STL Moves Properties LLC
ATTN: Robert Dees
2977 Highway K Suite 112
O'Fallon MO 63368

RE: Missouri Real Estate Commission vs. Robert Wayman Dees (#2004035111), Dees Management LLC and
STL Moves Properties LLC

Dear Mr. Dees:

Please find enclosed a copy of the Complaint filed with the Administrative Hearing Commission, the Administrative Hearing Commission's Default Decision, and the Missouri Real Estate Commission's Findings of Fact, Conclusions of Law and Disciplinary Order in the above referenced case.

Sincerely,


Terry W. Moore
Executive Director

TWM/cmc

Enclosures

c: Robert Wayman Dees (regular mail)
Dees Management LLC (regular mail)
STL Moves Properties LLC (regular mail)
Ross Keeling, Assistant Attorney General (inter-agency)

BEFORE THE MISSOURI REAL ESTATE COMMISSION

MISSOURI REAL ESTATE COMMISSION)	
)	
Petitioner,)	
)	
v.)	No. 18-0490 RE
)	
)	
ROBERT WAYMAN DEES)	
DEES MANAGEMENT, LLC)	
STL MOVES PROPERTIES, LLC)	
Respondents.)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW
AND DISCIPLINARY ORDER**

On or about May 29, 2018, the Administrative Hearing Commission entered its Decision in the case of *Missouri Real Estate Commission v. Robert Wayman Dees, Dees Management, LLC and STL Moves Properties, LLC*, No. 18-0490 RE. In that Default Decision, the Administrative Hearing Commission found that Respondent Robert Wayman Dees's real estate Broker Associate license (license no. 2004035111) is subject to disciplinary action by the Missouri Real Estate Commission ("Commission") pursuant to § 339.100.2, (2), (3), (5), (15), (16), (19) and (23), RSMo.¹ In that Default Decision, the Administrative Hearing Commission found that Respondents Dees Management, LLC and STL Moves Properties, LLC, unlicensed entities are subject to disciplinary action by the Missouri Real Estate Commission ("Commission") pursuant to § 339.200.1 (1) RSMo.¹

The Commission has received and reviewed the record of the proceedings before the Administrative Hearing Commission including the properly pled complaint and the Default Decision of the Administrative Hearing Commission. The record of the Administrative Hearing Commission is incorporated herein by reference in its entirety.

¹ All statutory references are to the Revised Statutes of Missouri 2000, as amended, unless otherwise indicated.

Pursuant to notice and §§ 621.110 and 339.100.3, RSMo, the Commission held a hearing on December 5, 2018, at the Division of Professional Registration, 3605 Missouri Boulevard, Jefferson City, Missouri, for the purpose of determining the appropriate disciplinary action against Respondent's license and the unlicensed entities. All of the members of the Commission were present throughout the meeting. Further, each member of this Commission has read the Default Decisions of the Administrative Hearing Commission. The Commission was represented by Assistant Attorney General Ross Keeling. Respondent Dees having received proper notice and opportunity to appear did not appear in person or through legal counsel. Respondents Dees Management, LLC and STL Moves Properties, LLC having received proper notice and opportunity to appear did not appear through legal counsel. After being present and considering all of the evidence presented during the hearing, the Commission issues the following Findings of Facts, Conclusions of Law and Order.

Based upon the foregoing the Commission hereby states:

I.

FINDINGS OF FACT

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of §§ 339.010-339.205 and 339.710-339.855, RSMo.

2. The Commission hereby adopts and incorporates by reference the properly pled Complaint and the Default Decision of the Administrative Hearing Commission in *Missouri Real Estate Commission v. Robert Wayman Dees, Dees Management, LLC and STL Moves*

Properties, LLC, Case No. 18-0490 RE, issued May 29, 2018, in its entirety and takes official notice thereof.

3. The Commission set this matter for disciplinary hearing and served notice of the disciplinary hearing upon Respondent in a proper and timely fashion. Respondents failed to appear in person or through legal counsel at the hearing before the Commission.

4. This Commission licensed Respondent Robert Wayman Dees as a real estate Broker Associate, license number 2004035111. Respondent's Broker Associate license was not current at all times relevant to this proceeding. On June 30, 2016, Respondent's Broker Associate license expired.

II.

CONCLUSIONS OF LAW

5. This Commission has jurisdiction over this proceeding pursuant to §§ 621.110 and 339.100, RSMo.

6. The Commission expressly adopts and incorporates by reference the properly pled complaint and Default Decision issued by the Administrative Hearing Commission dated May 29, 2018 and July 27, 2018, in *Missouri Real Estate Commission v. Robert Wayman Dees, Dees Management, LLC and STL Moves Properties, LLC*, Case No. 18-0490 RE, takes official notice thereof, and hereby enters its conclusions of law consistent therewith.

7. As a result of the foregoing, and in accordance with the Administrative Hearing Commission's Default Decision dated July 27, 2018, Respondent's real estate Broker Associate license, number 2004035111, is subject to disciplinary action by the Commission pursuant to § 339.100.2 (2), (3), (5), (15), (16), (19) and (23), RSMo.

8. As a result of the foregoing, and in accordance with the Administrative Hearing Commission's Default Decision dated May 29, 2018, Respondents unlicensed entities, Dees

Management, LLC and STL Moves Properites, LLC, are subject to disciplinary action by the Commission pursuant to § 339.200.1 (1), RSMo

9. The Commission has determined that this Order is necessary to ensure the protection of the public.

III.

ORDER

Having fully considered all the evidence before the Commission, and giving full weight to the Default Decision of the Administrative Hearing Commission, it is the **ORDER** of the Commission that the real estate Broker Associate license of Robert Wayman Dees (license no. 2004035111) is hereby **REVOKED**. Respondent is hereby **ORDERED** to pay a civil penalty of \$5,000 by certified check made payable to the "Missouri Real Estate Commission" and mail to the Missouri Real Estate Commission, P.O. Box 1339, Jefferson City MO 65102-1339. Said certified check must be postmarked or hand delivered within 60 days of the date of this Order. Funds received pursuant to this Order shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution and § 339.205.8, RSMo. All evidence of Respondent's licensure shall be immediately returned to the Commission within 30 days of this Order, if Respondent has not already done so.

Having fully considered all the evidence before the Commission, and giving full weight to the Default Decision of the Administrative Hearing Commission, it is the **ORDER** of the Commission that Dees Management, LLC and STL Moves Properties, LLC are each hereby **ORDERED** to pay a civil penalty of \$5,000 by certified check made payable to the "Missouri Real Estate Commission" and mail to the Missouri Real Estate Commission, P.O. Box 1339, Jefferson City MO 65102-1339. Said certified check must be postmarked or hand delivered

within 60 days of the date of this Order. Funds received pursuant to this Order shall be handled in accordance with Section 7 of Article IX of the Missouri Constitution and § 339.205.8, RSMo.

The Commission will maintain this Order as an open, public record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

SO ORDERED, EFFECTIVE THIS 14TH DAY OF DECEMBER, 2018.

MISSOURI REAL ESTATE COMMISSION


Terry W. Moore, Executive Director

Before the
Administrative Hearing Commission
State of Missouri

REAL ESTATE COMMISSION

Petitioner,

v.

ROBERT WAYMAN DEES, DEES
MANAGEMENT LLC, and STL MOVES
PROPERTIES LLC,

Respondents.

No. 18-0145

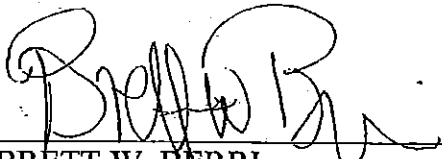
**DEFAULT DECISION AS TO DEES MANAGEMENT LLC
and STL MOVES PROPERTIES LLC**

On March 6, 2018, Petitioner filed a properly pled complaint seeking to discipline Respondents. Respondents Dees Management LLC and STL Moves LLC ("the LLCs") were served with a copy of the complaint and our notice of complaint/notice of hearing by certified mail on March 9, 2018.

More than thirty days have elapsed since the LLCs were served. The LLCs have not filed an answer or otherwise responded to the complaint.

In accordance with § 621.100.2, RSMo 2016, we enter a default decision against the LLCs establishing that Petitioner is entitled to the relief requested in the complaint as to the LLCs. This default decision shall become final and may not be set aside unless a motion is filed with this Commission within thirty days of the date of this order establishing good cause for not responding to the complaint and stating facts constituting a meritorious defense.

SO ORDERED on May 29, 2018


BRETT W. BERRI
Commissioner

Before the
Administrative Hearing Commission
State of Missouri



REAL ESTATE COMMISSION

Petitioner,

v.

ROBERT WAYMAN DEES, et al.,

Respondents.

No. 18-0145

DEFAULT DECISION AS TO ROBERT WAYMAN DEES

On March 6, 2018, Petitioner filed a properly pled complaint seeking to discipline Respondent Robert Dees. Dees was served with a copy of the complaint and our notice of complaint/notice of hearing by personal service on June 19, 2018.

More than thirty days have elapsed since Dees was served. Dees has not filed an answer or otherwise responded to the complaint.

In accordance with § 621.100.2, RSMo 2016, we enter a default decision against Dees establishing that Petitioner is entitled to the relief requested in the complaint. This default decision shall become final and may not be set aside unless a motion is filed with this Commission within thirty days of the date of this order establishing good cause for not responding to the complaint and stating facts constituting a meritorious defense.

SO ORDERED on July 27, 2018.

BRETT W. BERRI
Commissioner

FILED

March 6, 2018

ADMINISTRATIVE HEARING
COMMISSION

BEFORE THE
ADMINISTRATIVE HEARING COMMISSION
STATE OF MISSOURI

MISSOURI REAL ESTATE COMMISSION
3605 Missouri Blvd.
P.O. Box 1339
Jefferson City, Missouri 65102-1339,
573-751-2628

Petitioner,

v.

No. _____

ROBERT WAYMAN DEES
11 Forest Haven Court
O'Fallon, MO 63368,
314-649-7114

and

DEES MANAGEMENT LLC
Serve on:
Secretary of State
600 W. Main Street
Jefferson City, MO 65102

and

STL MOVES PROPERTIES, LLC
Serve on:
Robert Dees
2977 Highway K
Suite 112
O'Fallon, MO 63368

Respondents.

COMPLAINT

Petitioner, the Missouri Real Estate Commission ("MREC"), by and through the undersigned counsel, and for its cause of action against Respondent Robert Wayman Dees states:

1. The MREC is an agency of the State of Missouri created and existing pursuant to § 339.120, RSMo,¹ for the purpose of executing and enforcing the provisions of §§ 339.010 to 339.180 and §§ 339.710 to 339.860, RSMo (as amended), relating to real estate salespersons and brokers.

2. Robert Wayman Dees ("Dees") holds a real estate broker associate license No. 2004035111, which was cancelled on September 19, 2014, and expired on June 30, 2016.

3. Dees Management LLC is a Missouri limited liability company, charter no. LC0876210. Dees Management LLC was administratively cancelled by the Missouri Secretary of State for failure to maintain a registered agent on May 25, 2016.

4. STL Moves Properties, LLC is a Missouri limited liability company, Charter no. LC001459061, that is current and active.

¹All statutory citations are to the Revised Statutes of Missouri 2000, as amended, unless otherwise noted.

5. Dees Management LLC, and STL Moves Properties, LLC, have never been licensed with the MREC.

6. References herein to Dees Management LLC and STL Moves Properties, LLC are also references to Dees.

7. References herein to Dees are also references to Dees Management LLC and STL Moves Properties, LLC

8. Jurisdiction and venue are proper before the Administrative Hearing Commission pursuant to §§ 621.045 and 339.100.2, RSMo.

9. Section 339.100.2, RSMo, provides in pertinent part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

(2) Making substantial misrepresentations or false promises or suppression, concealment or omission of material facts in the conduct of his or her business or pursuing a flagrant and continued course of

misrepresentation through agents, salespersons, advertising or otherwise in any transaction;

(3) Failing within a reasonable time to account for or to remit any moneys, valuable documents or other property, coming into his or her possession, which belongs to others;

.....

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860*, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860*;

(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

.....

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence;

.....

(23) Assisting or enabling any person to practice or offer to practice any profession licensed or regulated under sections 339.010 to 339.180 and sections 339.710 to 339.860* who is not registered and currently eligible to practice under sections 339.010 to 339.180 and sections 339.710 to 339.860*;

10. Section 339.010, RSMo, provides:

1. A "real estate broker" is any person, partnership, limited partnership, limited liability

company, association, professional corporation, or corporation, foreign or domestic who, for another, and for a compensation or valuable consideration, does, or attempts to do, any or all of the following:

- (1) Sells, exchanges, purchases, rents, or leases real estate;
- (2) Offers to sell, exchange, purchase, rent or lease real estate;
- (3) Negotiates or offers or agrees to negotiate the sale, exchange, purchase, rental or leasing of real estate;
- (4) Lists or offers or agrees to list real estate for sale, lease, rental or exchange;
- (5) Buys, sells, offers to buy or sell or otherwise deals in options on real estate or improvements thereon;
- (6) Advertises or holds himself or herself out as a licensed real estate broker while engaged in the business of buying, selling, exchanging, renting, or leasing real estate;
- (7) Assists or directs in the procuring of prospects, calculated to result in the sale, exchange, leasing or rental of real estate;
- (8) Assists or directs in the negotiation of any transaction calculated or intended to result in the sale, exchange, leasing or rental of real estate;
- (9) Engages in the business of charging to an unlicensed person an advance fee in connection with any contract whereby the real estate broker undertakes to promote the sale of that person's real estate through its listing in a publication issued for such purpose intended to be circulated to the general public;

(10) Performs any of the foregoing acts on behalf of the owner of real estate, or interest therein, or improvements affixed thereon, for compensation.

11. Section 339.020, RSMo, provides:

It shall be unlawful for any person, partnership, limited partnership, limited liability company, association, professional corporation, or corporation, foreign or domestic, to act as a real estate broker, real estate broker-salesperson, or real estate salesperson, or to advertise or assume to act as such without a license first procured from the commission.

12. Section 339.040.1, RSMo, provides:

Licenses shall be granted only to persons who present, and corporations, associations, partnerships, limited partnerships, limited liability companies, and professional corporations whose officers, managers, associates, general partners, or members who actively participate in such entity's brokerage, broker-salesperson, or salesperson business present, satisfactory proof to the commission that they:

- (1) Are persons of good moral character; and
- (2) Bear a good reputation for honesty, integrity, and fair dealing; and
- (3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public.

13. Section 339.730.1(1), RSMo provides:

1. A licensee representing a seller or landlord as a seller's agent or a landlord's agent shall be a limited agent with the following duties and obligations:

(1) To perform the terms of the written agreement made with the client;

14. Section 339.205, RSMo, states in part:

1. In actions against unlicensed persons or disciplinary actions against licensed persons, the commission may issue an order imposing a civil penalty. Such penalty shall not be imposed until the findings of facts and conclusions of law by the administrative hearing commission have been delivered to the commission in accordance with section 621.110. Further, no civil penalty shall be assessed until a formal meeting and vote by the board has been taken to impose such a penalty.

2. Any civil penalty imposed by the commission shall not exceed two thousand five hundred dollars for each offense. Each day of a continued violation constitutes a separate offense, with a maximum penalty of twenty-five thousand dollars. . . .

COUNT 1
Unlicensed Practice

15. During the relevant times, Dees conducted the business of a real estate brokerage as Dees Management LLC, and STL Moves Properties, LLC, and under the fictitious names STL Moves Properties, and Dees Property Management, which are unregistered with the Secretary of State as fictitious names, and which are not registered with the MREC, in violation of 20 CSR 2250-4.030 and 20 CSR 2250-4.070(1), which state:

16. During the relevant times, based on information and belief, Dees was the manager or managing member, and sole owner of Dees Management

LLC, and STL Moves Properties, LLC, and used his dominion and control over those companies to conduct activities in violation of the rules and statutes relevant to this Complaint; and, as such, Dees bears responsibility for the conduct of Dees Management LLC and STL Moves Properties, LLC.

17. On or about March 9, 2015, Dees, under the name of "Bob Dees," openly advertised real estate services in a professional profile on an internet networking site known as "Linkedin" purporting to be the owner of "Dees Property Management." The name of Dees' company is also stated as "Dees Management LLC."

18. Among the services offered in Dees' profile were: market analysis and projections; tenant screening; credit reports; marketing; rental agreement; Section 8 & RHD Programs; monthly management reports; invoices of expense; enforcement of lease covenants; effective rent collection; collections & evictions; real estate consulting; insurance; accounting; and maintenance and contracting.

19. On or about March 9, 2015, under the name of "Dees Property Management," and "Dees Management LLC," in an internet advertisement located at <http://deesmanagementllc.com/>, Dees advertised real estate management services. That advertisement contained the words "Licensed in

Missouri” on its face, and contained other information identifying Dees and Dees Management LLC.

20. During all times relevant to this Complaint, Dees, along with Dees Management LLC provided real estate brokerage services to the following clients:

- a. Max and Anna VanNostrand;
- b. John Allen IRA;
- c. Lukas Properties, LLC;
- d. Danielle Haley;
- e. Dustin and Jenna Brooks;
- f. Gerlee Properties, LLC;
- g. Next Generation, LP, and JL Investing, LLC;
- h. McBishop Notes, LLC;
- i. Gordon Cuffe IRA;
- j. Redwood Partners, LLC;
- k. JVD Asset Management , LLC;
- l. RHS Investments, LLC;
- m. Ryan McMahon;
- n. Oron Shapira;

21. During all times relevant to this Complaint, Dees, along with STL Moves Properties, LLC provided real estate brokerage services to Byron Ross and Robyn Beck.

22. While conducting the business of property management under the name of Dees Management LLC, Dees included on the foot of each page of his standard property management agreement, a false representation that Dees Management LLC was affiliated with Keller Williams West, of St. Charles, Missouri, in violation of §339.100.2(2), thus cause exists to discipline his real estate license.

23. The conduct of Dees Management, LLC, STL Moves Properties, LLC, and Dees set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without first procuring a license as a real estate association, or during a time when Dees' real estate broker license had been cancelled, in violation of § 339.020, RSMo, and are thus subject to civil penalties pursuant to § 339.205.1 and 2.

24. The conduct of Dees, as set forth above, constitutes Dees' assisting and enabling an unlicensed entity to practice real estate without a real estate license, in violation of §339.100.2(23), thus cause exists to discipline his real estate license.

25. Allegations in paragraphs 1 – 24 are common to all Counts in this Complaint, and are hereby incorporated by this reference.

Count 2
VanNostrand

26. On or around August 29, 2013, Dees entered into a property management agreement doing business as Dees Management, LLC with Max and Anna VanNostrand. Dees did business with VanNostrand under that agreement until around July or August of 2015. That agreement included the following properties: 1095 Central Pkwy, 430 Versailles, and 1665 Florissant Park Dr., all in Florissant, Missouri 63031. The 430 Versailles property is improperly listed as 410 Versailles in the agreement, but the correct address is used in management documents.

27. On the date Dees executed the VanNostrand property management agreement, Dees had not yet acquired a real estate broker license. During the time of the agreement Dees' acquired a real estate broker associate license, but then prior to the termination of the agreement, Dees' license was cancelled, however Dees continued to conduct his property management business without appropriate licensing. Additionally, Dees Management LLC, was not, and has never been, licensed by the MREC as a real estate association.

28. Dees acquired tenant leases on all three of the VanNostrand properties, one of which was a one year lease commencing on November 15, 2014, and another being a one year lease commencing on December 1, 2014.

29. The conduct set forth above constitutes acting as a real estate broker, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020, RSMo.

30. As of January 14, 2015, Dees and Dees Management LLC had failed to pay the VanNostrands \$9,525.70 in collected rent, in violation of § 339.100.2(3).

31. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(3), (15), and/or (23).

Count 3
Allen

32. On January 10, 2014, Dees, doing business as Dees Management LLC, entered into a property management agreement with Equity Trust Company FBO John Allen IRA ("Allen agreement") for the management of the following properties: 2020 Belle Claire St. St Louis, MO 63136, and 3512 Minnesota Ave., St Louis Mo. 63118 (2 units)

33. The Allen agreement was for a period of one year beginning on February 10, 2014, and automatically renewed from year to year. John Allen terminated the agreement for cause on November 6, 2015.

34. During the time of the Allen agreement Dees managed additional properties on behalf of John Allen without a written agreement. Those properties are as follows:

- a. 4555 South Compton, St Louis MO;
- b. 6907 Claremore Drive, St Louis MO;
- c. 7921 Calvin Ave., St Louis, MO;
- d. 548 Eiler Street, St Louis, MO;
- e. 10732 Spring Garden, Drive, St Louis, MO;
- f. 9826 Lanier Drive, St Louis, MO;
- g. 125 South Harvey Drive, St Louis, MO;
- h. 9740 Lanier, St Louis, MO;
- i. 5581 Sunbury Avenue, St Louis, MO.

35. For each of the properties above, Dees failed to deliver duplicate originals of any leases signed with tenants for the above named properties, in violation of § 339.100.2(5).

36. During the time of their agreement, Dees failed to remit rent payments to Allen in an amount estimated to be greater than \$20,000.00, in violation of §§ 339.100.2(2) and (3), and §§ 339.730.1(3)(c) and (4).

37. During the time of their agreement, Dees allowed a person to occupy a property owned by Allen without first obtaining an occupancy permit, and allowed the person to reside at the property without payment of rent, in violation of §§ 339.100.2(2), and 339.730(3)(c) and (6).

38. The conduct set forth in above constitutes acting as a real estate broker and a real estate brokerage, as defined by § 339.010.1, without the required real estate licenses, in violation of § 339.020.

39. The conduct set forth above constitutes managing real estate without a current written management agreement in violation of 20 CSR 2250-8.090(1), (2), and/or (4) 20 CSR 2250-8.200(1) and 2).

40. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (5), (15), and/or (23).

Count 4
Adamek

41. On February 19, 2013, Dees, doing business as Dees Management LLC, entered into an agreement for the management of 6812 Edison Avenue, St. Louis, Missouri, with Lukas Properties, LLC, a Missouri

Limited Liability Company owned in part by Peter Adamek. Adamek was purchasing the property at the time.

42. At or about the time of the agreement, Adamek paid Dees the amount of \$14,920.00 for the purpose of rehabilitating the property.

43. Dees failed to rehabilitate the property with the funds that he had received, and did not refund the funds to Adamek, in violation of §§ 339.100.2 (2) and (3), and 339.730.4.

44. The conduct set forth above constitutes managing real estate without a current written management agreement in violation of 20 CSR 2250-8.090(2), (2), and/or (4), and/or 20 CSR 2250-8.200.

45. The conduct set forth above constitutes acting as a real estate broker and brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

46. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (5), (15), and/or (23).

Count 5
Brooks

47. In December of 2012, Dees, doing business as Dees Management LLC, entered into an agreement with Dustin and Jenna Brooks to manage their property located at 8638 Rose Park, House Springs, Missouri.

48. While managing the Brooks properties, Dees promised to make necessary repairs to certain properties that were never made, in violation of § 339.100.2(2).

49. Dees collected funds from the Brooks, or offset funds from their account, for repairs to the properties that were never made, and converted those funds, in violation of §§ 339.100.2(2), and (3), and 339.730.1(3)(c), and (4), RSMo.

50. Additionally, Dees reported to the Brooks' that certain repairs had been done on the Brooks properties when they had not been done, in violation of § 339.100.2(2).

51. During the time Dees managed the Brooks' properties, Dees failed to forward rental income to the Brooks', in violation of §§ 339.100.2(3), and 339.730.1(4).

52. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

53. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (15), and/or (23).

Count 6
Haley

54. On November 1, 2014, Dees, doing business as Dees Management LLC, entered into a lease agreement with Danielle Haley for the property at 1319 Coppergate Lane, St. Louis, Missouri.

55. During the time of the Haley lease agreement, Dees refused to acknowledge Haley's requests to address maintenance issues, misrepresented the nature of her communications, and ultimately failed to maintain the property such that it became uninhabitable.

56. The conduct set forth above constitutes a lack of competency to transact the business of a broker in such a manner as to safeguard the interest of the public, in violation of § 339.040.1(3).

57. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

Count 7
Landry

58. On May 28, 2014, Dees, doing business as Dees Management LLC, entered into a property management agreement with Gerlee Properties, LLC, which is a Missouri Limited Liability Company that partially owned by Brian Landry.

59. During the time of the Landry agreement, Dees failed to deliver a duplicate original of the property management agreement to Landry, in violation of § 339.100.2(5).

60. After termination of their contractual relationship, Dees failed to remit funds to Landry that he was entitled to in the amount of \$895.00, in violation of § 339.100.2(3).

61. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

62. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(3), (5), (15), and/or (23).

Count 8
Cuffe

63. On or about January 9, 2015, Dees entered into a property management agreement with Equity Trust company custodian FBO Gordon Cuffe IRA (Cuffe), for the subject property of 2050 Belle Avenue, Jennings, Missouri.

64. In addition to the Belle Avenue property, Dees also managed a property for Cuffe at 6065 North Pointe Boulevard, St. Louis, Missouri.

65. After termination of their contractual relationship, Dees failed to remit funds to Cuffe that he was entitled to in the amount of \$498.00, in violation of § 339.100.2(3).

66. The conduct set forth in in this Count constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

67. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(3), (5), and/or (23).

Count 9

Lee

68. Justin Lee, and his wife Dreama Lee, are the owners of Next Generation LP, a limited partnership doing business in Missouri, and JL Investing, LLC, a Virginia limited liability company registered to do business in Missouri. The property owned by these two companies are referred to herein as the "Lees' properties."

69. In October of 2013, Dees , doing business as Dees Management LLC, took over management of certain properties from EHP Management Company, including 28 housing units and one vacant lot, owned by Next Generation LP.

70. Additionally, at or around that time, Dees took on the property management business of JL Investing, LLC.

71. While managing the Lees' properties, Dees promised to make necessary repairs to certain properties that were never made, in violation of § 339.100.2(2).

72. Dees collected funds from the Lees, or offset funds from their account, for repairs to the properties that were never made, and converted those funds, in violation of §§ 339.100.2(2), and (3), and 339.730.1(3)(c), and (4).

73. Additionally, Dees reported to Justin and Dreama Lee that certain repairs had been done on the Lees' properties when they had not been done, in violation of § 339.100.2(2).

74. Dees misrepresented the condition of certain properties, representing to the Lees that those certain properties had been repaired, or were in suitable condition to market as rentals, when they were not, in violation of § 339.100.2(2).

75. Dees failed to deliver duplicate original copies of lease agreements executed by tenants in the Lees' properties, in violation of § 339.100.2(5).

76. The conduct set forth in this Count constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

77. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (5), (15), and/or (23).

Count 10
McBishop

78. McBishop Notes, LLC is a California limited liability company owned by Sherry McKillop and Don Bishop. The properties owned by this company are referred to here as the "McBishop" properties.

79. Dees, doing business as Dees Management LLC, managed the McBishop properties from May 2013 until March 2014.

80. While managing the McBishop properties, Dees promised to make necessary repairs to certain properties that were never made, in violation of § 339.100.2(2).

81. Additionally, Dees reported to McKillop and Bishop that certain repairs had been done on the McBishop properties when they had not been done, in violation of § 339.100.2(2).

82. Dees misrepresented the condition of certain properties, representing to McKillop and Bishop that those certain properties had been

repaired, or were in suitable condition to market as rentals, when they were not, in violation of § 339.100.2(2).

83. Dees collected funds from McBishop, or offset funds from its account, for repairs to the properties that were never made, and converted those funds, in violation of §§ 339.100.2(2) and (3), and 339.730.1(3)(c) and (4).

84. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (15), and/or (23).

Count 11
Redwood Partners

85. On November 1, 2013, Dees, doing business as Dees Management LLC, entered into a property management agreement with Redwood Partners, LLC, Series A, for the management of the subject property at 9862 Jeffery, St Louis, Missouri.

86. Dees' entering into the Redwood Partners LLC agreement, as set forth above, constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

87. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(15), and/or (23).

Count 12
JVD

88. JVD Asset Management, LLC is a California limited liability company doing business in Missouri.

89. Beginning in or around July of 2013, Dees, doing business as Dees Management LLC, entered into a series of property management agreements with JVD with the result that Dees eventually managed 21 properties on behalf of JVD (the "JVD" properties).

90. During the time Dees managed the JVD properties, Dees failed to forward rental income to JVD, in violation of §§ 339.100.2(3), and 339.730.1(4).

91. Dees also represented to JVD that certain properties were rented to tenants, when they actually were not, in violation of §§ 339.100.2(3), and 339.730.1(3)(c).

92. While managing the JVD properties, Dees promised to make necessary repairs to certain properties that were never made, in violation of § 339.100.2(2).

93. Dees collected funds from JVD, for repairs to the properties that were never made, and converted those funds, in violation of §§ 339.100.2(2), and (3), and 339.730.1(3)(c), and (4).

94. Additionally, Dees reported to JVD that certain repairs had been done on the JVD properties when they had not been done, in violation of § 339.100.2(2).

95. Dees misrepresented the condition of certain properties, representing to JVD that those certain properties had been repaired, or were in suitable condition to market as rentals, when they were not, in violation of § 339.100.2(2).

96. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

97. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (15), and/or (23).

Count 13
Smerkers

98. RHS Investments, LLC is a Florida limited liability company doing business in Missouri owned by Rick Smerkers.

99. Dees, doing business as Dees Management LLC, managed four properties for RHS beginning in or around April of 2014 (the "Smerkers" properties).

100. During the time Dees managed the Smerkers properties, Dees failed to forward rental income to Smerkers, in violation of §§ 339.100.2(3), and 339.730.1(4).

101. While managing the Smerkers properties, Dees promised to make necessary repairs to certain properties that were never made, in violation of § 339.100.2(2).

102. Dees collected funds from Smerkers for repairs to the properties that were never made, and converted those funds, in violation of §§ 339.100.2(2) and (3), and 339.730.1(3)(c) and (4).

103. Dees allowed some or all of the Smerkers properties to deteriorate to the point that they were not fit of human habitation, in violation of §§ 339.730.1(2), and (3)(c).

104. Dees managed the Smerkers properties without entering into a written property management agreement with Smerkers, or with RHS Investments, LLC, which constitutes managing real estate without a current written management agreement in violation of 20 CSR 2250-8.090(2), (2), and/or (4), and/or 20 CSR 2250-8.200.

105. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate licenses, in violation of § 339.020.

106. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (15), and/or (23).

Count 14
McMahon

107. On March 8, 2014, Dees, doing business as Dees Management LLC, entered into a property management agreement with Ryan McMahon, for the subject property located at 4432 Elmbank, St. Louis, Missouri.

108. About that time, in February and April of 2014, Dees, doing business as Dees Management LLC, also contracted with McMahon to manage two other properties in the St. Louis area. Altogether, the "McMahon" properties.

109. During the time Dees managed the McMahon properties, Dees failed to forward rental income to McMahon, in violation of §§ 339.100.2(3), and 339.730.1(4).

110. While managing the McMahon properties, Dees promised to make necessary repairs to certain properties that were never made, in violation of § 339.100.2(2).

111. Dees collected funds from McMahon for repairs to the properties that were never made, and converted those funds, in violation of §§ 339.100.2(2), and (3), and 339.730.1(3)(c), and (4).

112. Dees reported to McMahon that certain repairs had been done on the McMahon properties when they had not been done, in violation of § 339.100.2(2).

113. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

114. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (15), and/or (23).

Count 15
Shapira

115. On October 6, 2014, Dees, doing business as Dees Management LLC, entered into a property management agreement with Oron Shapira, of Vodafone, Netherlands, for the subject property located at 615 Brotherton, Ferguson, Missouri, the "Shapira" property.

116. Dees collected funds from Shapira claiming to have paid real estate fees and/or taxes on the Shapira Property that were not paid, and

converted those funds, in violation of §§ 339.100.2(2), and (3), and 339.730.1(3)(c), and (4).

117. The conduct set forth above constitutes acting as a real estate broker, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

118. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (15), and/or (23).

Count 16
Beck

119. On August 19, 2015 Dees, doing business as STL Moves Properties, LLC, entered into a property management agreement with Byron Ross and Robyn Beck, as G H/W Trust, for management of several properties in the St. Louis area. The property management agreement named eight properties, however Dees managed other properties on behalf of the Becks. All named and unnamed properties are referred to here as the "Beck" properties.

120. During the time of the agreement, Dees represented to the Becks that he had made payments to "MSD" for amounts due on those certain Beck properties located on Tyrell Drive, when he had not made such payments, in violation of §§ 339.100.2(2), and (3), and 339.730.1(3)(c), and (4).

121. The conduct set forth above constitutes acting as a real estate broker and/or brokerage, as defined by § 339.010.1, RSMo, without the required real estate license, in violation of § 339.020.

122. Based on Dees' conduct and violations alleged herein, cause exists to discipline his real estate license pursuant to § 339.100.2(2), (3), (15), and/or (23).

Count 17
§ 339.100.2(16)

123. The conduct of Dees Management LLC, STL Moves Properties, LLC, and Dees, individually and collectively, as alleged in each count of this Complaint, individually and collectively demonstrates that Dees Management LLC, STL Moves Properties, LLC, and Dees are not competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public, which are grounds for the MREC to refuse to issue a license under § 339.040.1, RSMo, providing cause to discipline the real estate license of Robert Wayman Dees pursuant to § 339.100.2(16), RSMo, as set forth above.

Count 18
§ 339.100.2(19)

124. The conduct of Dees Management, LLC, STL Moves Properties, LLC, and Dees, individually and collectively, as alleged in each count of this

Complaint, individually and collectively, constitutes untrustworthy, improper, and/or fraudulent business dealings and/or demonstrates bad faith and/or gross incompetence, providing cause to discipline the real estate licenses of Robert Wayman Dees pursuant to § 339.100.2(19), RSMo, as set forth above.

Count 19
Civil Penalties

125. The conduct of Dees Management, LLC, STL Moves Properties, LLC, and Dees, individually and collectively, as alleged in each count of this Complaint, constitutes the unlicensed practice of real estate by each entity, thus the Respondents are subject to civil penalties pursuant to § 339.205.1 and 2, RSMo.

WHEREFORE, Petitioner respectfully requests this Commission to conduct a hearing in this cause pursuant to Chapter 621, RSMo, and thereafter to issue its findings of fact and conclusions of law determining that cause exists for Petitioner to take disciplinary action against the real estate license of Robert Wayman Dees for violations of Chapter 339, RSMo, and the regulations promulgated thereunder, and a finding that the grounds for action set forth in Section 339.200.1(1) have been met, and to impose a civil penalty against Dees Management, LLC and against STL Moves Properties, LLC of up to \$2,500.00 for each offense, up to a maximum penalty of \$25,000,

each, and for such other and further relief this Commission deems just and proper.

Respectfully submitted,

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